

1127

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF FIRE COMMISSIONERS

DISTRICT 7 - FORDS, N.J.

AND

LOCAL 290, I.A.F.F.

APRIL 1, 1992 to MARCH 31, 1995

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ARTICLE 1 - SCOPE OF AGREEMENT

SECTION 1. This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 196B (N.J.S.A. 34:13A-5, et.al.) of the State of New Jersey, to promote and insure harmonious relations between the parties, and to effect good and efficient services all in order that the Public Service shall be expedited and effectuated in the best interests of the residents of District #7 and its employees. This Agreement covers all full-time employees employed by the Board of Fire Commissioners of District #7 in the operation of its Fire Department. The job titles recognized in this Bargaining Unit and covered under the terms of this Agreement are found in Article 16, WAGES. The Bargaining Unit is specifically limited to those employees in the positions listed therein.

SECTION 2. This Contract shall govern all wages, hours, grievances and other conditions herein set forth.

SECTION 3. This Agreement shall be binding upon the parties hereto, their successors, and assigns to the extent that same is now or may be hereafter permitted by law.

ARTICLE 2 - MANAGEMENT'S RIGHTS

The Management of the Fire District and the direction of the work force including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work, or for other proper and legitimate reasons are recognized to be wholly under the authority of the Board of Fire Commissioners except as specifically limited or conditioned by terms of this Agreement.

Furthermore, the Board of Fire Commissioners shall be deemed to inherently possess the right to take any action to manage the Fire District unless such action is specifically limited, conditioned, or proscribed by provisions of this Contract.

ARTICLE 3 - UNION SECURITY

SECTION 1. The Board of Fire Commissioners hereby recognizes Local 290, I.A.F.F. as the sole and exclusive representative of all full-time employees as set forth in Article 1 for the purpose of collective bargaining and presentation of grievances.

SECTION 2. The BFC shall deduct dues and initiation fees from the wages of all personnel covered by this Agreement who have filed with the BFC, a proper dues deduction authorization card, as required by the laws of the State of New Jersey. The Union shall advise the BFC of the fixed and standard dues and initiation fees of its members and the payments shall be made on or before the first payday of each quarter for the previous quarter. Employees covered by the Agency Shop Law, N.J.S.A. 34:13A 5.5, Chapter 77, P.L. of 1979, are covered by the following clause.

The representation fee in lieu of dues shall be an amount equivalent to regular membership dues, initiation fees and assessments charged by the majority representative of its own members less the cost of benefits financed through the dues, fees and assessments and available to benefiting only its members, but in no event shall such fees exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

The FBC shall deduct said representation fees from employees covered by the Agency Shop Law.

ARTICLE 4 - TIME OFF

SECTION 1. Employees shall be granted time off without deduction from pay for the following events:

- (a) Death in the family (mother, father, sister, brother, spouse, child, stepchild, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law) from the time of death up to and including the day following the funeral up to a maximum of five days.
- (b) Aunt, uncle, niece, nephew, grandparents, stepfather, stepmother, the day of the funeral.
- (c) Five personal days each year may be taken only on short shift, provided written notice is given 48 hours in advance. Notice shall be posted by the BFC listing the individual who shall be its designee for receipt of the written notice. No two employees on the same shift shall receive a personal day on the same day and the BFC or its designee shall designate which request is to be granted where conflict exists on a first come first serve basis.
- (d) Personal days cannot be accumulated from year to year.
- (e) Personal days shall be granted upon oral request to the BFC or its designee. Oral request is required to expedite the process and the written request is required for record keeping purposes. Said records to be kept by captain. Personal days may be taken back-to-back with the approval of the Commissioner in charge of personal days.

SECTION 2. The employer agrees to consider a request for time off, including for union activities*, from any employee who provides a substitute paid fire fighter from District 7's full time paid employees to perform his tour of duty. Such request shall be granted at the discretion of the BFC or its designee. An employee must be off duty 24 hours before and after assuming another tour of duty. An employee may utilize a relief driver as a substitute with the permission of the BFC.

* Up to three days aggregate for Union delegate or his designee.

ARTICLE 5 - LEAVES OF ABSENCE AND EXTENDED ABSENCE

SECTION 1. A leave of absence shall be understood to mean an absence from work, requested by an employee for good and sufficient reasons and consented to by the Board of Fire Commissioners covering a definite period of time. such leaves may be granted as follows: Leave of absence for good and sufficient reasons other than sickness or injury may be granted to employees of more than one (1) year of continuous service.

Any employee desiring a leave of absence from his employment shall make this fact known to the Board of Fire Commissioners in writing at least two (2) weeks prior to the date of which the requested leave is to commence. The maximum leave of absence shall be for thirty (30) days. All leaves of absence granted for any reasons shall be without pay. An employee who during a leave of absence accepts employment elsewhere shall be deemed to have voluntarily resigned. Failure to return to employment shall be deemed job abandonment.

If a paid man is injured or incapacitated while "moon lighting" and he is unable to perform his regular tour of duty, he shall be considered on a leave of absence without pay. If an individual is unable to return to work at the end of the leave granted to him by the Board of Fire Commissioners, he can be terminated at their discretion.

SECTION 2. Prolonged absence from work. In the event any employee is absent from his regular tour of duty for a period of five (5) consecutive work days, then the following procedure must be utilized and adhered to prior to returning to work:

(a) Medical examination by personal physician. Forms must be completed by an attending physician or physicians and submitted to the Secretary of the Board of Fire Commissioners. The Secretary has a supply of the necessary forms for this purpose.

(b) In the event light duty is prescribed by the physician as set forth in the Medical Examination by Personal Physician Form, then the reasons for the light duty must be fully set forth.

(c) In the event the Medical Examination by Personal Physicians Forms are not submitted or a satisfactory explanation made by the employee, then and in that event pay benefits will cease until such time as these regulations are complied with.

SECTION 3. Military Clause. The employee entering the Military or Naval Services of the United States, pursuant to the provisions of the Selective Service Act of 1942, shall be granted all rights and privileges provided by this Act.

SECTION 4. Terminal Leave. An employee who has filed his application for normal retirement shall receive 30 days leave with pay, 30 days prior to his date of retirement. The time during which an employee has been on leave of absence shall not be counted in calculating the years of service for allowance of Terminal Leave, the time granted for terminal leave shall be consecutive working and non-working days.

ARTICLE 6 - PROTECTION OF RIGHTS

SECTION 1. The parties hereby acknowledge that their respective rights and obligations in disciplinary matters is governed by statute, specifically but not limited to N.J.S.A. 40:14-19, 20, 21 and 22.

SECTION 2. Separation of Employment. Upon discharge or voluntary quitting, the employer shall pay all monies due the employee on the payday in the week following his termination. Earned vacation time will be included in such payments.

SECTION 3. In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Time in the Fire Department as a full time paid employee of District #7 shall constitute total seniority. No new employee shall be hired until all laid off employees have been given ample opportunity to return to work. Employees that are laid off will be placed on a recall list for a period of eighteen (18) months. Any employee who has been laid off will be notified by the Board of an opportunity to return to work, will be required to notify the Board of his intentions within (7) calendar days. After notifying the Board, the employee will have (7) days in which to return to work. The employee shall have the sole responsibility to inform the Board of his present address. All correspondence between the Board and the employee shall be by certified mail.

ARTICLE 7 - EXAMINATION AND I.D.

SECTION 1. Physical, mental, or other examination required by the employer shall be complied with by all employees, provided, however, the employer shall bear all charges for such examination.

SECTION 2. The employer reserves the right to select its own examiner or physician, and the employee may, if he believes an injustice has been done, have a re-examination at his own expense.

SECTION 3. Employees shall be provided with a valid identification card. The cost involved for the making of these cards will be borne by the Union. The form in content of the identification card must first be approved by the Board of Fire Commissioners or its designee. If the Board rejects the form proposed by the Union, it may then have its own identification cards prepared and the cost of the same will be borne by the Commissioners.

SECTION 4. The Board of Fire Commissioners shall provide name tags which shall be worn by all members during work hours.

ARTICLE 8 - WORK DAY AND WORK WEEK

The Board of Fire Commissioners reserves the exclusive right to set schedules in their own discretion.

ARTICLE 9 - VACATION

SECTION 1.

(a) Employees with one (1) year to six (6) years service shall receive two (2) weeks vacation.

(b) Employees with six (6) years to fourteen (14) years shall receive three weeks vacation.

(c) Employees with fourteen (14) years of service shall receive four weeks.

(d) Employees with over twenty (20) years of service shall receive five weeks of vacation.

SECTION 2.

(a) The vacation requests shall be filed, in writing, with the Commissioner of Paid Men by March 1st, of each year, but in no event thirty days prior to the vacation requested by the firefighter. Any change in schedule shall be subject to a written endorsement by the Commissioner of Paid Men.

(b) The time for vacation of each employee shall be determined by (1) Seniority and (2) Time in service.

SECTION 3. The employer shall assign regular vacations during the period of January 1 to December 31.

SECTION 4. The employer agrees that an employee on sick leave or death in family benefit (as defined in ART. 3) shall not be put on the vacation roster if such employee's sick leave or death in the family benefit coincides and his vacation shall be granted at a later date; except an employee becoming sick while on vacation shall not have his vacation re-scheduled.

SECTION 5. In case of death of an employee, all vacation pay due him shall be paid to the employee's estate.

SECTION 6. Employees shall be permitted to exchange vacation time at the discretion of the Board of Fire Commissioners and or its designee if proper notification to the Board is given.

SECTION 7. Vacation schedules will be prepared on seniority basis for the first two (2) weeks of each man's vacation. All employees must schedule their first two (2) weeks before those employees who are entitled to more than two (2) weeks may schedule the balance of their vacation. Vacation schedules will be prepared by the Commissioner of Paid Men by April 1st of each year.

ARTICLE 10 - MUTUAL AID

THE employer shall see that the employees who are either injured or killed while rendering aid to a neighboring community are fully covered by insurance and pensions (Title 40A:14-26).

ARTICLE 11 - PENSIONS

THE employer will provide pensions for the covered employees in accordance with all state laws. The employer shall continue payments to the State Fund while employees are on sick leave.

ARTICLE 12 - UNIFORMS AND PERSONAL EQUIPMENT

SECTION 1.

(a) All uniforms and personal protective equipment shall be approved by the Board of Fire Commissioners and it is the responsibility of the employee to check on whether the equipment and uniforms are approved prior to purchase.

(b) All uniforms and personal protective equipment listed below shall be N.F.P.A. approved and purchased and maintained by the Board.

SECTION 2. All uniforms shall comply with the requirements set forth by the Board.

Work uniform: Jackets, pants, shirts, hats, shoes.

SECTION 3. Wearing of uniforms. The work uniform shall be worn at all times in the prescribed manner while the employee is on duty and coming to and from work.

SECTION 4. Each man shall receive \$350.00 in years 1992 and 1993 for uniform maintenance. In contract period starting April 1, 1994, the clothing maintenance will be increased to \$400.00.

SECTION 5. Each man shall report for duty in a neat well groomed manner, hair shall be cut above the collar, sideburns shall be trimmed to the middle of the ears. Beards are not permitted and mustaches shall be neatly trimmed and not extend below or past the corners of the mouth.

ARTICLE 13 - MEDICAL/SURGICAL

The Board of Fire Commissioners agrees to supply at its expense a dental, prescription and optical plan as currently provided.

The Board further agrees to provide through the New Jersey State Health Benefits Program medical coverage similar to the existing coverage now being provided.

Retirees will continue to be covered under the same conditions now in existence. Coverage will be for the retiree and spouse. Coverage will be provided until he obtains coverage through employment or MediCare.

ARTICLE 14 - REGULAR ATTENDANCE AT WORK

All employees shall give regular attendance at work. In case an employee cannot report for his regular scheduled shift he shall notify the paidman, who shall notify the Captain to take the appropriate action. Captain will notify the Commissioner in charge of Paid Men as per sick schedule.

ARTICLE 15 - LONGEVITY

(1) In addition to the salary the employer agrees to pay as a fringe benefit longevity increments as follows:

					<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
AFTER:							
Four (4)	years of continuous service:				3 %	3 %	3.5%
Nine (9)	" "	" "	" "		4.5%	4.5%	5 %
Fourteen (14)	" "	" "	" "		6 %	6 %	6.5%
Nineteen (19)	" "	" "	" "		7.5%	7.5%	8 %
Twenty-Four (24)	" "	" "	" "		9 %	9 %	9 %

(2) Computation of longevity shall commence on the employees anniversary date. Time during which an employee has been on leave of absence shall not be counted in the calculation of years of service for longevity purposes.

(3) Longevity shall be paid bi-weekly as part of an employees salary.

ARTICLE 16 - SALARY SCALE

	<u>YEAR ONE</u> (4/1/92-3/31/93)	<u>YEAR TWO</u> (4/1/93-3/31/94)	<u>YEAR THREE</u> (4/1/94/3/31/95)
FIREFIGHTER I	26,489	28,077	29,763
FIREFIGHTER II	30,822	32,671	34,631
FIREFIGHTER III	33,828	35,857	38,009
FIREFIGHTER IV	38,258	40,553	42,986
CAPTAIN	40,152	42,561	45,114

A Firefighter shall advance through Levels I, II, and III after one year of service at each level until he reaches the level of Firefighter IV.

ARTICLE 17 - OVERTIME

SECTION 1. An employee shall not work overtime while on vacation or while on personal day. The employee's place on overtime shall remain the same.

SECTION 2. Overtime shall be paid at the rate of time and one-half for all hours directed and/or approved by the Board of Fire Commissioners. Said overtime shall be calculated on the current individual hourly rate the individual who performed the overtime.

SECTION 3. Members remaining or recalled to duty for any fire related emergency or incident requiring the immediate assistance of the Fire Department shall be paid a minimum of four (4) hours. Members shall be required to remain on duty only for the duration of the actual emergency.

SECTION 4. All departmental meetings shall be a minimum of two (2) hours overtime.

ARTICLE 18 - HOLIDAYS

SECTION 1. The following days shall be considered holidays and all employees shall be compensated at their pay rate of an eight (8) hour day:

MEMORIAL DAY	LABOR DAY
FOURTH OF JULY	GOOD FRIDAY
NEW YEARS DAY	WASHINGTON'S BIRTHDAY
CHRISTMAS DAY	VETERANS DAY
THANKSGIVING DAY	COLUMBUS DAY
BIRTHDAY	DAY AFTER THANKSGIVING

SECTION 2. Holiday pay shall be payable the first pay in November.

ARTICLE 19 - LINE OF DUTY INJURIES

A member hospitalized due to line of duty injuries shall be provided with semi-private accommodations.

ARTICLE 20 - MOTORIZED APPARATUS

All motor vehicle apparatus shall be kept up to N.F.P.A. standards and meet all N.J. Motor Vehicle Inspection Standards.

ARTICLE 21 - MANPOWER

The number of firefighters employed shall be in the sole discretion of the Board of Fire Commissioners.

ARTICLE 22 - DURATION OF CONTRACT

This Agreement shall be in full force and effect from April 1, 1992 through and including March 31, 1995.

ARTICLE 23 - PROBATIONARY PERIOD

All new employees shall be considered probationary from the date of their hire up to a period of six (6) months. It is understood and agreed that probationary employees shall not have access to the grievance procedure contained therein.

ARTICLE 24 - SENIORITY

A seniority list shall be updated yearly. Men hired at the same time shall have seniority as to the order listed on the Resolution of Appointment.

ARTICLE 25 - SCHOOLS AND TUITION

(1) Any man who is required to attend any fire school beyond his normal duty hours shall be compensated at the prevailing overtime rate for actual hours required.

(2) The employer agrees to pay all tuition costs whether it is required or voluntary, up to and including Fire Science Course, approved by the Board of Fire Commissioners. Proof of completion of the course is required under this section in order for payment to be made by the Board of Fire Commissioners.

ARTICLE 26 - SUCCESSOR CLAUSE

The following language shall apply and only have effect during the time frame of this contract. All increases in monies negotiated for wages shall be paid retroactively from the beginning of the contract term.

ARTICLE 27 - SAVINGS CLAUSE

SECTION 1. In the event any section of this contract is declared illegal or invalid by a court or agency of competent jurisdiction, it shall be deleted from this contract and the remaining sections shall continue in effect.

SECTION 2. In the event any of this contract is rendered illegal or invalid as set forth above, the parties agree to immediately meet to renegotiate provisions replacing said invalid or illegal provisions.

ARTICLE 28 - RIOTS AND POLICE DUTIES

The employees shall not be required to perform any police duties.

ARTICLE 29 - PUBLIC RELATIONS

(a) Since the Fire Company is a community service, much contact with the general public is required. Employees must at all times be courteous with all persons with whom contact is made, and at no time should profane or indecent language be used.

(b) If for any reason a person is dissatisfied, do not argue. Refer the complaint to the Board of Fire Commissioners

(c) Any incident or misunderstanding which might result in a future controversy, and which arose from your conduct or contact with others while on duty, shall be logged and reported to the Board of Fire Commissioners at once.

Personal Conduct

(a) Drinking of alcoholic beverages, or the illegal use of narcotics, etc., while on duty will be subject to suspension or dismissal.

(b) Theft or dishonesty, of any type, will result in immediate discharge, in addition to which they will be dealt with under the law.

(c) Refusal to accept assignments given by the Fire Commissioners in charge of Paid Men will be considered as ground for suspension or dismissal.

(d) Drinking of alcoholic beverages, or the use of narcotics, etc., prior to reporting for duty to such an extent as to be unfit for proper performance of assigned duties will not be tolerated. Employees so reporting will be subject to suspension or dismissal.

(e) The board of Fire Commissioners does not presume to regulate or interfere with your personal life, except insofar as it affects your responsibilities to the Board of the Fire Company. Therefore, you should avoid having lawyers, creditors, or bill collectors call requesting aid in the collection of past due bills, wage assignments or garnishments.

(f) Any employee whose drivers license has been revoked for any reason must report such revocation to the Board of Fire Commissioners immediately and is forbidden to drive to operate any vehicles belonging to the 7th Fire District and will be immediately placed on a leave of absence without pay until such time as his license is restored and proof of such restoration is given to the Board of Fire Commissioners.

(g) It shall be the responsibility of each paid man to have his drivers license up-to-date and to produce said license to the Commissioner in charge of paid men if so directed.

General Orders

The general orders as currently in use and as may be amended as required in the future are to be adhered to by the paid firemen.

ARTICLE 30 - UNION ACTIVITY

SECTION 1. Any employee, member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such official of the Union, nor shall there be any discrimination against any employee because of Union membership or activities.

SECTION 2. Any new rules or modifications or present rules shall be discussed with the majority representatives prior to their establishment as per Charter 303 of the Laws of 1968. 34:14-A-1 Et. Seq. New Jersey Employer Employee Relations Act.

SECTION 3. Authorized representative of the Union shall be allowed to visit the station, or Board Office for the purpose of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the department head or in his absence, a subordinate. He shall not interfere with normal conduct of work within the department.

ARTICLE 31 - TRAINING

The Board agrees to standardized training for all men in the department. Whenever Firefighters are required by the Board of Fire Commissioners to attend school, court or meetings within the scope of their employment, then transportation will be provided by the Board of Fire Commissioners.

ARTICLE 32 - GRIEVANCE PROCEDURE

SECTION 1. Should any dispute or difference arise between the BFC and the Union or its members as to the interpretation application or operation of any provision of this agreement, both parties shall endeavor to settle the matter in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived by mutual consent):

- Step 1. Between the individual or the Union delegate and the highest ranking officer or the Board of Fire Commissioners designee within ten working days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting and served upon the highest ranking officer or the BFC's designee. It shall be incumbent upon the BFC to inform the Union by posting which individual shall be served with the grievance at this first step.
- Step 2. If the grievance is not settled at the First Step, the Union may make written requests to the Board of Fire Commissioners within five days after the BFC's answer at the First Step. The BFC shall set a meeting within 30 working days after request or for such other time as is mutually agreeable. Said meeting shall be between the BFC and the individual grievant and/or Union representative. The answer of the BFC to the grievance at this step shall be delivered in writing to the Union within 30 days of the meeting.
- Step 3. If the grievance is not settled at the prior step, the BFC or the Union or the individual, may refer the dispute to arbitration within 15 calendar days after receipt of the BFC's Second Step answer. The moving party must submit a request for arbitration to the New Jersey Public Employment Relations Commission for the appointment of an arbitrator. The rules or PERC for the administration of grievances shall govern the parties.
- (g) The parties agree that the rights of any individual to contest discipline, suspension and/or termination may be specifically limited in the future by PERC and/or the courts and, accordingly, the parties acknowledge that such rulings will be controlling on the parties rights under this contract.
- (h) It shall be incumbent upon each party to prove that he has served any papers required to be served under this Article on the other party. This may be accomplished by written notations on the documents by the opposite party acknowledging service or by return receipts from certified or registered mail. It may also be proven by confirming copies of mailgrams sent to the other party.

The following terms and conditions apply to the grievance procedure:

(a) The time limit for filing with PERC is firm and binding and the parties agree that any filing beyond the above specified time limit is fatal to the grievance and no arbitrator has authority to hear and decide any grievances filed with PERC for arbitration out of time.

(b) Service of the request for arbitration to PERC must be made by certified mail upon both PERC and the Board of Fire Commissioners. The date upon which PERC received the request shall be deemed by the parties to be the controlling date as to timeliness.

(c) The parties agree that the BFC shall have the right to bring grievances through the grievance procedure for resolution. Under such circumstances, the same rules apply with regard to timely filing after a meeting as described in STEP TWO has occurred.

(d) It is agreed by all parties that the decision of the Arbitrator in the matter shall be binding.

(e) The Arbitrators bill shall be borne equally by the parties. The Arbitrator shall not be empowered to add or to subtract from this Agreement or render any decision in conflict with this Agreement.

(f) Any employee who exercises his statutory rights referred to in Article Six shall have waived his rights under the grievance procedure.

ARTICLE 33 - FIRE OFFICIAL (NEW ARTICLE)

SECTION 1A. Vacation: The Bureau of Fire Prevention vacation shall not be assigned during the period of Fire Prevention Week.

SECTION 1B. The Fire Prevention Bureau may take one (1) weeks vacation one day at a time. The Commissioner of Fire Prevention shall be notified forty-eight (48) hours in advance of taking said vacation day.

ARTICLE 34 - HOLIDAY

The Fire Prevention Bureau shall receive, in lieu of money, the day off on each of the agreed Holidays. If the said Holiday falls on Saturday or Sunday, the member of the Fire Prevention Bureau shall have the following Monday and/or Tuesday off.

DISTRICT SEVEN
BOARD OF FIRE COMMISSIONERS

LOCAL 290 I.A.F.F.
